

INSTRUMENT NUMBER
96-00437

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Glenn J. Hunsbury
REGISTER OF DEEDS

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PROTECTIVE COVENANTS

The undersigned, **CELEBRITY HOMES, INC.**, a Nebraska corporation (hereinafter referred to as "Developer"), being the owner of Lots two hundred ninety-seven (297), three hundred forty-eight (348) through three hundred fifty-three (353), inclusive, and Lots four hundred twenty-two (422) through four hundred twenty-seven (427), inclusive, in **TWO SPRINGS**, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; Lots twelve (12) through fifty-three (53), inclusive in **TWO SPRING REPLAT II**, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; and Lots one (1) through ten (10), inclusive, **TWO SPRINGS REPLAT III**, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, does hereby create, adopt, declare and establish the following restrictions upon the above-described properties.

1. **Permitted Uses.** No lot shall be used except for residential purposes, schools or churches. No home shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with attached private garage for not less than two or more than three automobiles. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance.
2. **Setbacks and Side Yards.** All setbacks, side yards and rear yard requirements shall conform to applicable laws and ordinances.
3. **Prohibited Structures.** No structure of a temporary character, trailer, basement, tent, shack, storage shed, detached garage, barn or other outbuildings shall be permitted.
4. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept on any lot except dogs, cats or household pets maintained within the dwelling, provided that they are not kept, bred or maintained for any commercial purpose.
5. **Fences and Dog Runs.** Fences shall not be located on any lot nearer to the street than the structure located on said lot. No dog runs shall be permitted.
6. **Moved Dwellings.** Existing houses from other locations or houses built in another location may not be moved or placed on any lot within this subdivision without the written consent of the Developer or its designee.

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Walsh, Fullenkamp & Doyle
11440 West Center Road

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7. Weeds. The title holder of each lot, vacant or improved, shall keep his/her lot or lots free from weeds and debris.
8. Sidewalks. Portland Cement Concrete public sidewalks four feet wide by four inches thick shall be constructed in front of each building lot and along the street side of each corner lot. The sidewalks shall be placed four feet back of the street curb line.
9. Conform to Zoning. All structures, including driveways, sidewalks and patios placed upon the above property shall conform to the zoning requirements of the City of Bellevue and the building code requirements of the City of Bellevue.
10. Signs/Model Homes. No sign, billboard or other structure for advertising or the display of advertising material of any kind shall be erected, altered, placed or permitted to remain on any lot except that real estate signs shall be permitted temporarily. Developer and/or its designee may however, permit such signs as may be reasonably necessary for the operation and advertisement of model homes. Model homes may be maintained by the Declarant notwithstanding the fact there are no longer any vacant lots within the subdivision for sale.
11. Boats and Trailers. No boat, camper, trailer or similar chattel will be maintained on any lot, other than in an enclosed structure, for more than seven (7) days within any calendar year; and no automobile, motorcycle, truck or other vehicle will be repaired, torn down or stored on any lot, other than in an enclosed structure. No boat, camper, trailer, motor home, semi-trailer, tractor, truck or other similar vehicle or chattel shall be parked or left on any street within the subdivision.
12. Outside Antennae Prohibited. No outside radio, television, Ham broadcasting, Earth Station, Satellite Dish or other electronic antenna or aerial shall be erected or placed on any structure or on any lot. If used, any such antenna or aerial shall be placed in the attic of the house, or in any other place in the house where it will be concealed from public view from any side of the house.
13. Exposed Foundation. The exposed portion of the foundation on the front of the dwelling shall be faced with either brick or stone. If the lot has frontage on more than one street, the above provision shall apply only to that side constituting the front of the house.
14. Sod. A minimum of 3,000 square feet of sod shall be laid in all yards.
15. Architectural Control. No building, fence, wall, driveway, patio, patio enclosure, rock garden, swimming pool, dog house, dog run, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any lot, nor shall any grading excavation or tree removal be commenced until the construction plans and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by Developer, or any person, firm, corporation, partnership or entity designated in writing by Developer, which shall consider such plans and specifications with regard to type, quality and use of exterior materials, exterior design, location of

improvements upon the building plot, and proposed finished grades, provided that Developer and its designee specifically reserve the right to deny permission to construct any type of structure, or improvement which it determines will not conform to the master plan for development of the subdivision. The approval or disapproval of the undersigned Developer, or its designee as required in these Covenants shall be in writing. Failure of the Developer or its designee to give either written approval or disapproval of a submitted plan within thirty (30) days after the submittal of said plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate as approval of the plan as submitted. The restrictions of this paragraph shall terminate when the last lot has a completed dwelling sold, closed and conveyed to a third-party purchaser.

16. Utility, Pipeline and Other Easements. A perpetual easement is hereby reserved in favor of and granted to the Omaha Public Power District, U.S. West Communications, and any company which has been franchised to provide a cable television system in the area to be subdivided, their successors and assigns, to erect, operate, maintain, repair and renew underground poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under and across a five-foot (5') wide strip of land abutting all front and side boundary lot lines; an eight-foot (8') wide strip of land abutting the rear boundary lines of all lots; and a sixteen-foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above-described addition. Said sixteen-foot (16') wide easement will be reduced to an eight-foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and a perpetual easement is hereby granted to the Metropolitan Utilities District, their successors and assigns, to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under and across a five-foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

17. Remedy on Violation. If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either prevent him or them from so doing or to recover damages for such violation.

18. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Binding on Successors. The covenants and restrictions herein contained shall run with the land, and shall be binding upon all persons for a period of twenty-five (25) years from the date hereof. Each of the covenants herein contained is several and separate from the other

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20. Enforcement by Developer.

21. Amendments.

22. Waiver for Hardship.

CELEBRITY HOMES, INC.

STATE OF NEBRASKA

On this 8th day of January, 1996, the foregoing instrument was
witnessed before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.

A GENERAL INVESTIGATION
DEBRA KAY Leach
My Comm. Exp. May 15, 1988

96-11439

96 JUN 13 PM 1:52

Sharon J. Leach

REGISTER OF DEEDS

96-11439

County Sarpy

Tract 49

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AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made the date hereinafter set forth by Celebrity Homes, Inc., a Nebraska Corporation, hereinafter referred to as "Developer".

RECITALS:

A. On January 9, 1996, Protective Covenants for Lots 297, 348 - 356 and 422 - 427, Two Springs, Lots 12 - 53, Two Springs Replat II and Lots 1 - 10, Two Springs Replat III, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, were recorded by Developer in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. 96-00437.

B. Paragraph 21 of the Protective Covenants provides that said Covenants may be amended by the Developer for a period of ten (10) years following January 9, 1996 by executing and recording one or more duly acknowledged Amendments to Protective Covenants in the Office of the Register of Deeds of Sarpy County, Nebraska.

NOW, THEREFORE, Developer hereby declares that the Protective Covenants recorded on January 9, 1996 as Instrument No. 96-00437 in the Office of the Register of Deeds of Sarpy County, Nebraska, should be and hereby are amended by adding to Paragraph 16 the following:

A permanent storm sewer and drainage easement is reserved on the following lots:

That part of Lot 350, Two Springs, described as follows: Beginning at the northwest corner of said Lot 350, Two Springs; thence S 89°53'53"E, (assumed bearing) along the north line of said Lot 350, Two Springs, a distance of 7.50 feet; thence S 00°06'07"W, a distance of 93.00 feet; thence S 44°53'53"E, a distance of 28.28 feet, to a point on the south line of said Lot 350, Two Springs; thence N 89°53'53", along said south line of Lot 350, a distance of 27.50 feet to the southwest corner of said Lot 350, Two Springs; thence N 00°06'07"E, along the west line of said Lot 350, a distance of 113.00 feet to the point of beginning; the east and west 7.5 feet of Lot 351, Two Springs; the east 7.5 feet of Lot 352, Two Springs; the north 7 feet of Lots 23 and 40, Two Springs Replat II; and the south 7 feet of Lots 24 and 41, Two Springs Replat II.

All other terms of said Protective Covenants shall remain in full force and effect.

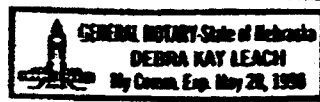
Dated this 12th day of June, 1996.

CELEBRITY HOMES, INC.

By *Gale L. Larsen*
President

STATE OF NEBRASKA COUNTY OF SARPY:

On this 12th day of June, 1996, the foregoing instrument was acknowledged before me by Gale L. Larsen, President acting on behalf of Celebrity Homes, Inc.



Debra Kay Leach
Notary Public

Attorneys:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144